

VENDOR NAME:

INVITATION FOR BIDS

DENVER WATER'S

BIDDERS' PROPOSAL NO. 10373A

AUGUST 17, 2006

FOR

FLOCCULATION AND SEDIMENTATION (FLOC AND SED) BUILDING WATERPROOFING

AT

FOOTHILLS WATER TREATMENT PLANT

**RETURN COMPLETE BID PACKAGE IN A SEALED
ENVELOPE**

**BIDS WILL BE OPENED AT DENVER WATER,
PURCHASING SECTION, BUILDING 12, 2:00 P.M.,
SEPTEMBER 5, 2006.**

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TAXPAYER IDENTIFICATION NUMBER (W-9)	

PURCHASING'S CONTRACT LINE: 303-628-6361

CONTRACT REPRESENTATIVE: Jan Cranor
303-973-3288
Jan.cranor@denverwater.org

CITY AND COUNTY OF DENVER, COLORADO
BOARD OF WATER COMMISSIONERS
(referred to in this document as "Board" or "Denver Water")

INSTRUCTIONS TO BIDDERS

1. A Bidder's Proposal in response to an Invitation for Bids shall be submitted in accordance with these Instructions to Bidders and with the General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, TIN, and Acceptance. These documents, plus any other documents required by the Special Conditions and any addenda added by Denver Water, constitute the Contract Documents. No one part of the Contract Documents constitutes the contract.
2. The complete "Invitation for Bids" packet should be returned to Denver Water. The Bill of Material shall be written in ink or typewritten and shall be made a part of the Bidder's Proposal. The person signing the Proposal shall initial all corrections or erasures to the Bill of Material.
3. The Bidder's Proposal shall be completely filled out in ink or typewritten and signed by an authorized official. Officials of corporations shall state their official title. Persons bidding as partners or sole proprietors shall so state. Contractor warrants that persons signing the Proposal are empowered to legally bind Contractor to a contract.
4. Mailed Bidders' Proposals must be addressed to: DENVER WATER PURCHASING SECTION, 1600 WEST 12TH AVENUE, BUILDING NO. 12, DENVER, COLORADO 80204-3412. Bidders Proposals must be received by the Manager of Purchasing on or before the designated bid opening time. The bidder will be held responsible for any delay due to mail service.
5. Bidders' Proposals may be delivered to the office of the Manager of Purchasing, Denver Water, 1600 West 12th Avenue, Building No. 12, Denver, Colorado. Bidders' Proposals may be rejected if not received by the Manager of Purchasing on or before the bid opening time.
6. Bidders' Proposals may be withdrawn by bidders prior to the bid opening time, but only upon written request. Bidders' Proposals may not be withdrawn after they have been opened. All Bidders' Proposals will be deemed firm and open to acceptance or rejection for a period of forty-five (45) days after the bid opening.
7. Bidders submitting a "No Bid" are requested to complete, sign, and return the Proposal, in order to remain on future Bidders' Lists for this service or commodity.
8. Any Special Conditions will supersede Instructions to Bidders and General Conditions.
9. All bid prices must be firm for the period stated in the Special Conditions. Any price adjustment clause that may be included with a Bidder's Proposal may result in rejection of the Bidder's Proposal.
10. Bidders are urged to establish realistic delivery dates.

INSTRUCTIONS TO BIDDERS (continued)

11. Bidders' Proposals must be accompanied by descriptive data (catalogs, drawings, etc.) necessary or desirable for proper evaluation of the Bidder's Proposal. Bidders' Proposals that do not comply with this requirement may be rejected.
12. If requested to do so, the successful Bidder shall furnish references demonstrating capability to provide the required materials and/or to perform the required services. Denver Water may inspect the Bidder's facilities and equipment and will determine, in its sole discretion, whether the Bidder will be awarded the contract.
13. When a Bidder intends to furnish an article he considers equal to one named on the Bill of Material, the Bidder must specify the trade name and grade of the substitute article and must submit any engineering data and technical literature required by Denver Water to evaluate the product. Denver Water reserves the right to determine whether any substitute article is equal to the one named on the Bill of Material.
14. Bidders' Proposals will be evaluated on technical specifications, acceptable delivery and lowest bid price. Cash discount payment terms offered will not be used to determine the lowest bid price.
15. The Board reserves the right to reject any or all offers, either in whole or in part, or to waive technical defects if deemed in the best interest of the Board. In the event of a tie bid, award will be made in the Board's best interest.
16. No contract will be made with any entity who is in arrears to the City and County of Denver or its Board of Water Commissioners upon debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to the City and County of Denver.
17. These Instructions to Bidders, along with other information pertaining to Denver Water, may be accessed at Denver Water's Internet address: www.denverwater.org.
18. Questions or comments concerning these Instructions to Bidders should be directed to the office of the Manager of Purchasing, 1600 West 12th Avenue, Building No. 12, Denver, Colorado 80204-3412 Telephone: 303-628-6770.

GENERAL CONDITIONS

SERVICES AND MATERIALS

1. PERFORMANCE: The Contractor shall furnish the services and materials covered by this contract subject to all the terms and conditions contained in the documents comprising this contract, including these General Conditions. No other terms or conditions shall be binding upon the parties unless agreed to in writing. Written acceptance of this contract or the performance of any portion of the services covered by this contract shall constitute unqualified acceptance of all its terms and conditions. These General Conditions shall supersede any inconsistent provisions in Contractor's bid proposal.

2. CHANGES IN SCOPE: Upon issuance of a written order, the Board may change the amount or nature of material to be furnished and services to be performed under this contract. If the amount of material or services is increased or decreased, the Contractor will be paid for the actual amount of services and material furnished.

3. WARRANTY OF WORKMANSHIP, MATERIALS AND EQUIPMENT: For a period of one year from the date the Board accepts any material or service, the Contractor shall be responsible for the satisfactory repair or replacement of any material, service or equipment which becomes defective as a direct or indirect result of Contractor's workmanship, service or negligence or from Contractor's improper handling or use of faulty material or equipment.

4. COMPLIANCE WITH SPECIFICATIONS: The Board's Specifications establish the minimum acceptable requirements for services and materials. The Board shall determine at its sole discretion whether any proposed services or materials comply with the Specifications.

Any provisions in the Specifications requiring specific ratings, capacities, weights, dimensions or other designations for any equipment refer to the original manufacturer's specifications. The Board shall not be obligated to accept as meeting the Specifications any equipment assigned ratings, capacities, weights, dimensions or designations by any subsequent manufacturer, assembler or dealer. The Board requires any products that come in direct contact with treated water to have N.S.F. Certification or equivalent.

Property that upon delivery does not meet the Specifications, or that has been damaged in transit, may be rejected by the Board and returned to the Contractor at the Contractor's risk and expense.

5. FAILURE TO COMPLY WITH SPECIFICATIONS: If any services provided by the Contractor do not meet specifications or performance requirements, the Board reserves the right to delay payment until the problem is corrected or to terminate this contract.

GENERAL CONDITIONS
(continued)

6. INSPECTION AND TESTING: The Board or its authorized representative shall be permitted to inspect all material during its fabrication and prior to its preparation for shipment; to expedite delivery; to inspect the packing when the material is ready for shipment; or to witness any test, the results of which require approval by the Board's Engineer.

The Board may, at its discretion, inspect and test any delivery to ensure compliance with the Specifications. The Board will pay the costs of tests it conducts and will make test results available to the Contractor upon request. The Board's findings shall be binding and conclusive. The Board's acceptance of material, or waiver of any inspection or test, shall in no way relieve the Contractor of the responsibility to furnish material meeting the requirements of the Specifications.

7. FAILURE TO PASS INSPECTION OR TESTING: The Board will not accept material that is damaged, does not meet contract Specifications or is unsuitable for use in the Board's potable water system. Should any material fail to meet test criteria, the Contractor will be required to take the following actions at its sole cost:

- A. The Contractor must remove all material to which the unacceptable material has been added.
- B. The Contractor must replace the material removed with like material meeting the Specifications.

8. PAYMENT: Payment will be made in conformity with the terms and conditions of this contract. The Board will not make advance or progress payments for materials or services unless provided for in the contract. The Contractor must submit documentation supporting the charges in the invoice, which must be consistent with this contract, and must include the contract number of this contract on each invoice. Payments shall be based upon Contractor's verified progress in completing the services and delivering the materials. Unless the Contractor has not properly performed, invoices will be paid within thirty days of receipt. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this contract. The Board may delay payment until it can verify the accuracy of the invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with the Contractor regarding an invoice. Warrants shall be made payable to the trade or business of Contractor. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this Agreement.

GENERAL CONDITIONS
(continued)

9. SALES, EXCISE AND USE TAXES:

- A. STATE: The State of Colorado will not impose sales and use taxes upon construction and building materials purchased by the Contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the City and County of Denver. In order to qualify for this exemption, an application for a certificate of exemption must be filed with the Colorado Department of Revenue by each Contractor and subcontractor engaged in the construction project. The Board will not reimburse the Contractor for any such taxes paid as a result of a failure to file a request for exemption. Proposals shall not include any such taxes in the computation of bids.
- B. LOCAL: The Contractor and all subcontractors are required to pay the sales and use taxes imposed by a political subdivision of the State of Colorado on purchases of any tangible personal property to be built into the work produced under this contract. The Board will not adjust payments for any refund of such taxes that the Board might receive.
- C. FEDERAL: As a political subdivision of the State of Colorado, the Board is exempt from the payment of most federal excise taxes. The Contractor will be reimbursed for payment of any federal excise tax for which the Board is unable to provide an exemption certificate.

10. DELIVERY DATES: The Contractor shall make delivery as promised in Contractor's bid. When a date is set for delivery of materials, delivery must occur on or before that date, or the Board will have the right to cancel this contract and to purchase equivalent property at market prices for immediate delivery and hold the Contractor liable for any increase in the price over the prices established in this contract.

11. TITLE TRANSFER: The Contractor warrants that title to all work, materials and equipment covered by an application for payment will pass to the Board no later than the time of payment, free and clear of all liens.

12. RISK OF LOSS: The Contractor shall assume the risk of loss or damage to materials sold to the Board until the material has been delivered to and accepted by the Board.

13. PATENTS: The Contractor will provide a defense and hold harmless the Board against any costs, damages or demand for payment arising out of the Contractor's use of any patented material, process, device or article in performing under this contract.

14. LIABILITY: The Contractor will provide a defense to the Board and pay any costs and damages for any liability or claim of whatever nature arises in any way out of this contract, caused by any negligent or wrongful act or omission of the Contractor or the Contractor's officers, agents or employees.

GENERAL CONDITIONS
(continued)

15. INSURANCE: Contractor shall maintain the following insurance in full force and effect during the full term of this Agreement:

- A. Workers' Compensation and Employer's Liability Insurance: The Contractor and each subcontractor shall carry worker's compensation and employer's liability insurance to cover liability under the laws of the State of Colorado in connection with the work performed pursuant to this contract. The Contractor and each subcontractor shall carry a separate policy.
- B. Commercial General Liability Insurance: The Contractor and each subcontractor shall carry commercial general liability insurance, which shall include blanket contractual liability. Such insurance shall be in the amounts specified in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. as it may be amended from time to time (currently \$150,000 per person, \$600,000 per occurrence for bodily injury and property damage).
- C. Automobile Liability Insurance: The Contractor and each subcontractor shall carry automobile liability insurance to include owned, non-owned and hired vehicles used in the performance under this contract. Such insurance shall be in the amounts specified in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. as it may be amended from time to time (currently \$150,000 per person, \$600,000 per occurrence for bodily injury and property damage).

The required commercial general liability and automobile policies shall: (1) name the Board as an additional insured for coverages only, with no premium payment obligation; (2) provide a cross liability/severability of interest clause; and (3) provide that coverage for the Board will not be impaired by the Contractor's failure to comply with any of the terms or conditions of a policy.

The Contractor shall provide certificates of insurance (and renewals thereof) in a form acceptable to the Board, identifying this contract and demonstrating that required coverages have been obtained. The Contractor shall not allow any subcontractor, agent, or employee to commence work until appropriate certificates of insurance have been obtained and approved by the Board. The coverages specified in the certificates of insurance shall not be terminated or reduced without providing at least thirty (30) days' prior written notice to the Board.

GENERAL CONDITIONS
(continued)

16. RECORDS AND AUDITS: The Contractor shall at all times maintain a system of accounting records in accordance with its normal procedures, together with supporting documentation for all work, purchases, services and billings under this contract.

The Contractor shall make available for audit and reproduction by the Board all records, in whatever form, related to this contract. The Contractor shall provide such availability during the term of this contract and for two years after final payment. The Contractor shall refund to the Board any charges determined by the Board's audit to be inconsistent with this contract.

17. TERMINATION: The Board at any time may terminate this contract in whole or in part upon written notice stating the type of termination and the effective date. The Board may terminate for convenience or for default, as described in this paragraph. As used in this paragraph, the word "Contractor" includes the Contractor and his sub-contractors at any tier.

- A. Termination for convenience. If the Board terminates for convenience, it shall pay to the Contractor, as full compensation: (1) the unit or pro rated contract price for the performed and accepted portion of the work; and (2) a reasonable amount, as determined by the Board, not otherwise recoverable from other sources, with respect to the unperformed or unaccepted portion of the work. Compensation for termination for convenience shall not exceed the total contract price.
- B. Termination for Default. The Board may terminate this contract for default if the Contractor fails to comply with the Specifications or the provisions of this contract; fails to make progress, so as to endanger performance; or fails to perform the work within the time specified or any written extension; and does not cure such failure within a reasonable period of time after written notice. In the event of termination for default, the Board may purchase replacement services and the Contractor shall be liable to reimburse the Board for any excess costs incurred by the Board. The Board shall pay to the Contractor, as full compensation, the unit or pro rated contract price for the performed and accepted portion of the work. Termination for default will result in the removal of the Contractor's name from the approved bid list for two years or a different period of time, at the Board's discretion.

If, after notice of termination for default, the Board determines that the Contractor was not in default or that the Contractor's failure to perform was due to causes beyond the control and without the fault or negligence of the Contractor, the termination shall be deemed for the convenience of the Board.

GENERAL CONDITIONS
(continued)

18. ASSIGNMENT AND SUBCONTRACTS: The Contractor may not assign this contract or any right or liability or enter into any subcontract or amend any subcontract without prior written consent of the Board's Representative. If the Contractor subcontracts or assigns any part of this contract, the Contractor shall be as fully responsible to the Board for acts and omissions of a subcontractor as the Contractor is for the acts and omissions of Contractor's own employees.

19. NO THIRD PARTY BENEFICIARIES: This contract shall bind and inure to the benefit of the parties and their respective successors and assigns. This contract is intended to benefit only the parties and neither subcontractors nor suppliers of Contractor nor any other person or entity is intended by the parties to be a third party beneficiary of this contract.

20. CHARTER OF THE CITY AND COUNTY OF DENVER: This contract is made under and conformable to the provisions of the Charter of the City and County of Denver that control the operation of the Denver Municipal Water System, consisting of Article X of the Charter. Insofar as applicable, the Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions otherwise contained in this contract.

21. COMPLIANCE WITH LAWS: In performing this Contract, the Contractor shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Worker's Compensation Act and all federal and state tax laws. The Contractor certifies that it has complied, and during the term of this contract will continue to comply, with the Immigration Reform and Control Act of 1986. The Contractor shall provide to the Board any certification the Board reasonably requests in order to demonstrate the Contractor's compliance with applicable legal requirements. Because the Contractor will be acting as an independent contractor, the Board assumes no responsibility for the Contractor's compliance.

22. VENUE AND GOVERNING LAW: This contract shall be deemed performable in the City and County of Denver, notwithstanding that the parties may find it necessary to take some action outside the City and County. Venue for any dispute resulting in litigation shall be in the District Court in and for the City and County of Denver. This contract shall be governed by and construed under the laws of the State of Colorado.

23. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as it may be amended from time to time.

GENERAL CONDITIONS
(continued)

24. DELAY IN PERFORMANCE:

- A. Delay of the Contractor. If the Contractor promptly applies for an extension, and if the Board determines that the Contractor has been delayed by causes beyond the control and without the fault or negligence of the Contractor, the Board may extend the time for completion of the work.
- B. Delay by the Board. If a delay is caused by the Board, without contribution by the Contractor, the time and price of the contract shall be subject to change under the provisions of paragraph 17. In the event of delay caused by the Board, the sole remedy of the Contractor shall be limited to any expenditure actually and necessarily caused solely by the delay. The Contractor is not entitled to recover anticipated profits.

25. IMMIGRATION LAWS: The signature of Consultant or Contractor ("CONTRACTOR" herein) on this agreement: (1) certifies that CONTRACTOR is not a natural person unlawfully present in the United States; and (2) also certifies the statements below *if this is a contract for services as "services" are defined in Colo. Rev. Stat. § 8-17.5-102.*

- A. CONTRACTOR shall not:
 - (i) knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - (ii) enter into a contract with a subcontractor that fails to certify to CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. CONTRACTOR has verified or attempted to verify through participation in the basic pilot program (as defined in Colo. Rev. Stat. § 8-17.5-102) that CONTRACTOR does not employ any illegal aliens, and, if CONTRACTOR is not accepted into the basic pilot program prior to entering into this Contract, that CONTRACTOR shall apply to participate in the basic pilot program every three months until CONTRACTOR is accepted or this Contract has been completed, whichever is earlier. This provision shall not be effective if the basic pilot program is discontinued. CONTRACTOR may not use the basic pilot program procedures to undertake preemployment screening of job applicants while this Contract is being performed.
- C. If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, CONTRACTOR shall:
 - (i) notify the subcontractor and THE BOARD within three days that CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

GENERAL CONDITIONS
(continued)

25. IMMIGRATION LAWS: (continued)

- D. CONTRACTOR shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law.
- E. CONTRACTOR acknowledges that in the event CONTRACTOR violates any of the provisions of the foregoing subparagraphs A – D, THE BOARD may terminate this Contract for breach of contract. If this Contract is so terminated, CONTRACTOR shall be liable for actual and consequential damages to THE BOARD.

26. REMEDIES: The rights and remedies of the Board provided under this contract shall not be exclusive and shall be in addition to any other rights and remedies provided by law.

27. INDEPENDENT CONTRACTOR: In the performance of services under this contract, the Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the Board. The Contractor and its employees and subcontractors shall in no way represent themselves to third parties as agents or employees of the Board.

28. NO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS: The Contractor is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the services for the Board. The Contractor is required to provide workers' compensation and unemployment insurance benefits for its employees and subcontractors.

29. CONTRACTOR'S RESPONSIBILITIES: The Contractor shall consider Board contracts to be a priority responsibility and shall not allow other work to interfere with Board work or response to Board needs. The Contractor must provide a responsible person to respond to Board communications immediately. The Contractor's equipment must not be stored permanently on Board property. The Contractor will be responsible for all damage to Board equipment, materials and property caused by the Contractor or its employees.

30. PAYMENT OF INCOME TAXES: The Contractor is solely liable for any federal and state income and withholding taxes, unemployment taxes, F.I.C.A. taxes and worker's compensation payments and premiums applicable to payments from the Board under this agreement. The Contractor shall indemnify the Board for any liability resulting from nonpayment of such taxes and sums.

31. SAFETY AND PROTECTION: The Contractor shall, at its own expense:

- A. Provide and maintain proper protection to all material and equipment, including material and equipment furnished to the Contractor by the Board. The Contractor shall protect exterior surfaces of Board property against any defacement which would detract from its sightliness and good appearance.
- B. Provide all necessary safeguards to protect persons and property generally, and particularly the Board's operating property, since no interruption of water service is permissible, except as expressly authorized by the Board.

GENERAL CONDITIONS
(continued)

31. SAFETY AND PROTECTION: (continued) The Contractor shall, at its own expense:

- C. Upon completion of the work, make good all damages, leaving the site in a clean and orderly condition.
- D. Maintain safe conditions in the various work areas at all times and install barricades and warning devices where required.

32. NONDISCRIMINATION: The Contractor agrees not to discriminate against any employee, applicant for employment, or potential subcontractor or supplier because of race, color, religion, sex, age, national origin, handicap, or veteran's status. The Contractor agrees to comply with all applicable state and federal laws with regard to equal employment opportunity.

33. WORKFORCE: The Contractor shall employ only competent, skillful workers to provide services under this contract. Whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work.

34. ACCESS AND SECURITY: The Board shall provide reasonable means of access to all Board locations covered under this contract. The Contractor shall comply with all the Board's access and building security policies.

35. SMALL AND DISADVANTAGED BUSINESS ENTERPRISES: The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises (SBEs) and Disadvantaged Business Enterprises (DBEs). Although the Board is not currently setting goals for SBE/DBE participation, the Contractor agrees to make a good faith effort to involve SBEs and DBEs in the work if and when the opportunity arises.

36. PERFORMANCE BOND:

The Contractor shall furnish a performance bond, in an amount at least equal to the contract price as security for the faithful performance of the Contractor's obligations under the Contract Documents. This bond shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by law or regulation or by any and all requirements imposed by the Contract Documents. All bonds shall be in the form prescribed by law or regulation or by the Contract Documents; executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Companies" as published in Circular 570 (as amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department; and rated "A" or "A+" by A.M. Best Company. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. The bid package must include proof of A.M. Best ratings.

All costs for furnishing Bonds and/or Insurance shall be included in the bid prices on the Bill of Material.

SPECIAL CONDITIONS
FOR
FLOC AND SED BUILDING WATERPROOFING
AT
FOOTHILLS WATER TREATMENT PLANT
Bidders' Proposal No. 10373A

1. DEFINITIONS:

- A. Contractor - Includes Manufacturer when stated within these documents.
- B. Engineer - Denver Water's Director of Engineering or his authorized representative.
- C. Owner - The Board of Water Commissioners of the City and County of Denver (used to designate the City and County of Denver municipal corporation of the State of Colorado, acting by and through its Board of Water Commissioners, sometimes referred to as "Board").
- D. Denver Water - The property and personnel under control of the Board of Water Commissioners.

2. GENERAL:

Denver Water is soliciting bids to furnish all equipment, materials, labor and insurance to waterproof approximately 1,100 linear feet of building slab/wall at Foothills Water Treatment Plant. Detailed Specifications are included in the proposal.

The Contractor shall coordinate work at Foothills with Mr. Jan Cranor, Plant Supervisor.

As other construction activities may be occurring on the site as part of a major modification of the treatment facilities, the plant supervisor will designate a staging area for the waterproofing work.

3. AWARD:

Award of this contract will be made to the bidder complying with the technical specifications, providing services within the specified timeframe and offering the lowest bid price. Award will be made in the form of a single contract.

Denver Water reserves the right to be the sole judge as to whether or not any or all offers to provide services are in accordance with contract specifications, and furthermore reserves the right to be the sole judge as to whether or not all offers will be accepted or rejected based on stated delivery.

4. CONTRACT PERIOD:

Project may begin immediately after Notice of Award and Notice to Proceed. Project must be completed within 60 days following Notice to Proceed (as detailed in item 9.).

5. SITE INSPECTION:

Prior to bidding, all bidders may inspect the job site to determine actual location and configuration of the building by calling the plant supervisor, Mr. Jan Cranor at 303-973-3288.

SPECIAL CONDITIONS (continued)

5. BIDDERS' RESPONSIBILITY:

Bid Proposal must include specific materials and methods the Contractor will use to accomplish defined scope of work. Any additional contractor recommendations for this project shall be defined and priced as separate options on the Bill of Material.

7. DENVER WATER'S RESPONSIBILITY:

- A. Denver Water will supply equipment and labor to remove a minimum of five horizontal feet of soil and rock, 18" deep, from the slab/wall area to be waterproofed.
- B. Denver water will control any water leakage in the work area.
- C. Denver Water will back fill and finish work area.

8. CONTRACTOR'S RESPONSIBILITIES:

- A. Contractor will remove all existing membrane and material from the area to be waterproofed.
- B. After removal of membrane and material, Contractor will clean and parge the wall and slab to obtain a smooth surface.
- C. The Contractor will clean all existing caulking and sealant from the recessed slab/wall joint along the vertical wall panel, then reseal with new backer rod and caulking, as appropriate.
- D. The Contractor will attach and seal the Contractor-furnished membrane at approximately 18" high and 18" wide from the corner of the wall and slab.
- E. The Contractor will install a termination bar on both the vertical and horizontal surface of the membrane.
- F. All old membrane, debris and excess construction materials from will be disposed of off site by the contractor.
- G. Membrane shall be installed in accordance with ASTM Standard D 5843 (Application of Fully Adhered Vulcanized Rubber Sheets Used in Waterproofing, current revision).
- H. Optional: Contractor will furnish and install drainage system consisting of approximately 1,200 feet of 4" perforated pipe to route water, terminating into existing 18 inch round concrete drain vaults. Contractor will slope and bed pipe with owner supplied gravel bedding material. Pipe and bedding material will be wrapped with appropriate landscape filter fabric, and installed to prevent soil intrusion into the gravel bedding material.

SPECIAL CONDITIONS (continued)

- I. Submittals: Contractor will provide materials submittals to Denver Water for approval prior to installation of any waterproofing materials. Submittals must include complete information on the waterproofing system including membrane, adhesive, termination bars, anchors, caulking and backer rod. Material submittals for optional work must include complete information on perforated piping, filter fabric, and termination sealant.

9. COORDINATION:

The Contractor will complete the following activities by the Milestone completion dates shown:

<u>Activity</u>	<u>Completion Date</u>
Installation of waterproofing materials and membrane	45 days after notice to proceed
Optional: Installation of drainage system	60 days after notice to proceed

10. SAFETY AND OCCUPATIONAL HEALTH:

Denver Water's safety and occupational health priority is to protect: (1) the public, (2) the Denver Water workforce (including Contractor's employees), and (3) Denver Water equipment and property.

The Contractor shall follow reasonable safety and occupational health measures in performance of this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health. Further, the Contractor must comply with safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements.

11. SECURITY:

- A. The Contractor will follow all Denver Water security procedures.
- B. The Contractor is required to check in with Denver Water Security.
- C. The Contractor is required to have and/or wear appropriate photo identification at all times while on Denver Water premises.
- D. The Contractor will notify Denver Water Security in advance with the names of all employees and the approximate time of their arrival/departure each day.
- E. The Contractor personnel are required to attend Owner provided safety training prior to beginning any work on site.

SPECIAL CONDITIONS (continued)

12. PAYMENT:

The Contractor shall submit an itemized invoice to:

Denver Water
1600 West 12th Avenue
Denver, Colorado 80204-3412
Attention: Purchasing

Invoice must include the purchase order number.

13. CONTRACT REPRESENTATIVE:

Questions or comments concerning this contract may be directed to Denver Water's Contract Representative, Mr. Jan Cranor, Foothills Water Treatment Plant Supervisor telephone 303-973-3288.

MATERIAL SPECIFICATIONS
FOR
FLOC AND SED BUILDING WATERPROOFING
AT
FOOTHILLS WATER TREATMENT PLANT
Bidders' Proposal No. 10373A

1. Membrane material shall be a vulcanized rubber type material (EPDM, Butyl, Neoprene) with a 20+ year UV rating of no less than 45-Mil thickness, suitable for installation and use in temperature ranges of the environment of interest.
2. Any caulking/sealant or adhesive shall be waterproof and compatible with the membrane, wall/slab material and the intended use.
3. Termination bars shall be constructed of a suitable material for the application and attached with 316 SS concrete anchors to a minimum penetration depth of 1", and spaced at 16" apart.
4. Optional Drainage System: The system will consist of approximately 1,200 linear feet of 4 inch corrugated and perforated HDPE pipe (actual length to be determined by Contractor). The filter fabric surrounding the pipe and bedding material will be high quality woven landscape grade material designed to prevent soil intrusion into the bedding gravel.

SECTION 6.0 EMERGENCY RESPONSE PLAN

6.1 **PURPOSE**

The purpose of the Emergency Response Plan (ERP) is to effectively respond to a hazardous materials release. Implementation of the ERP will minimize injuries, lessen the impact to the community, environment and plant equipment, and provide guidance to on site personnel and local emergency response agencies.

6.2 **TYPES OF EMERGENCY**

There are three types of chemical spills possible at the Foothills facility. These include the following:

1. Gaseous:
 - Chlorine
 - Ammonium Hydroxide
2. Liquid:
 - Ammonium Hydroxide
 - Aluminum Sulfate (Alum)
 - Sodium Hydroxide (Caustic)
 - Cationic Polymer
 - Nonionic Polymer
 - Diesel Fuel
 - Sodium Bisulfite
3. Solids:
 - Sodium Silica Fluoride
 - Lime

CHLORINE AND AMMONIUM HYDROXIDE HAVE THE GREATEST POTENTIAL TO AFFECT AREAS OUTSIDE THE FACILITY

6.3 **SCOPE**

The ERP is geared toward a chlorine release although the same procedures should be followed for all hazardous material releases. The scope of this plan includes:

1. Releases contained within the plant facilities and controllable by Foothills personnel and equipment.
2. Releases affecting or with the potential to affect areas outside the facility: Such a release would require outside emergency assistance.

6.4 **HANDLING THE EMERGENCY**

The OWNER's supervisor or the lead technician on shift is responsible for the implementation of this plan. The supervisor is responsible for insuring that all employees are aware of the plan and have received the proper training. The plan will be reviewed yearly during safety meetings and after initiation of the plan due to an emergency to ensure that a critique and changes are made when necessary. (A sign in log is attached for employees to sign after reviewing the plan).

6.4.1 **Notification:**

Any employee that notices an emergency situation or notices the potential for an emergency situation initiates the ERP. The notification will be made over the intercom system to alert the entire plant. The Emergency Situations Involving Hazardous Materials Phone List will be utilized to notify the appropriate people (see section I of the ICP).

EMERGENCY RESPONSE PLAN (continued)

6.4.2 Command Post/ Assembly Area:

The command post/ assembly area for Foothills Water Treatment Plant can be one of two locations. These two locations are the Control Room or the Headwork's Building. The Headwork's Building will be designated if the chlorine leak is not contained in the chlorine room and the control room has the possibility of being affected.

Upon hearing the notification each employee should immediately report to the designated area. Employees should be aware of any release and note the direction of the wind. A windsock is attached to the diversion structure. Always stay upwind of any chemical release.

The lead person will account for all employees, contractors and visitors. If anyone is not accounted for, the intercom system will again be used to alert the plant personnel of an emergency situation.

6.4.3 Emergency Response Coordination:

The lead technician is the overall emergency response coordinator (ERC). The ERC will be overseer/observer and will not directly engage in repairs. Responsibilities include the following:

- a. Identify the type, source, and degree of release.
- b. Notify the supervisor that a leak has occurred. The supervisor is responsible for any further notification.
- c. Determine the need for a rescue team to assist anyone who may be injured due to the release. The rescue team must consist of three people and must include the proper personal protective equipment (PPE). The proper PPE is located in the chemical building, the control room and the Floc and Sed Building.
- d. Determine the need for a spill response and repair team. This team may be the same as the rescue team. The spill response team will isolate, contain and stop the release. Cleanup will then be determined once the release has been stopped.
- e. Determine the need for outside assistance and/or notification. The ERC will notify directly or through delegation, the appropriate outside agencies/neighbors. These may include the fire department, police department, Local Emergency Planning Committee (LEPC), and anyone else who may be needed to provide assistance.
- f. Take all reasonable steps necessary to assure that any other emergency situations do not occur or spread during the emergency. Steps may include: suspending normal plant operations, removing or isolating other hazardous materials, ensure that liquid spills do not enter sensitive areas or storm drains. Monitor for other possible problems caused by the emergency.
- g. Provide for the complete clean up as necessary. In the event of a chlorine release, the response team will isolate, contain, and stop the release. Liquids will be absorbed up and properly disposed of. The scrubber will be utilized for gaseous vapors.
- h. Ensure that response teams perform proper decontamination of personnel, emergency equipment, and PPE. The decon will consist of a gross water rinse. The PPE such as B-suits, gloves and boots will be properly disposed of. All equipment will be washed with water and a mild detergent.

6.4.4 Incident Command:

The supervisor, if on site, is the incident commander. As such he will assume the responsibilities of the ERC in addition to the following:

- a. The supervisor will determine the need for outside assistance or notification. This would include the fire department; police, sheriff, Local Emergency Planning Committee (LEPC), and anyone else needed to provide assistance.
- b. The supervisor will contact the Superintendent of Water Treatment and ask for additional assistance necessary and to notify the appropriate Denver Water personnel.

EMERGENCY RESPONSE PLAN (continued)

6.4.5 Media Inquiries:

Media inquiries will be handled, as time permits, by the supervisor or by the OWNER.

6.4.6 Shelter/Evacuation:

A decision on whether to evacuate or to shelter persons affected outside the plant area is very difficult and sensitive. Due to the leak only lasting, at most, 30 - 45 minutes before the leak is contained, evacuation is unlikely.

Sheltering in place will be the most logical option utilized during an emergency. If in the unlikely event that the leak cannot be contained or is of a large quantity, evacuation will be utilized.

The evacuation/sheltering process will be coordinated through the local fire and police departments. Residences and all other neighboring facilities will be notified if they are affected or potentially affected and will be instructed to shut all windows, close any ventilation systems and listen for further details.

6.4.7 Emergency Treatment:

Anyone injured or exposed during a hazardous material incident should be sent to the hospital as soon as possible. Treatment on site should consist of continuous rinsing of the eyes or skin using the emergency eye wash or emergency shower. The MSDS will be sent with the injured person and plant employee to provide the hospital with the proper information for treatment. The designated hospital is Littleton-Porter Hospital, 7700 S Broadway, Littleton, CO, 80122; phone Number is (303) 730-8900.

6.4.8 All Clear:

The supervisor or incident commander will give the all-clear signal when the emergency situation is controlled or eliminated. This notification is to be given verbally to all parties involved.

6.5 OUTSIDE REGULATORY AGENCY NOTIFICATION

The OWNER's Environmental Compliance Officer will notify the regulatory agencies.

6.5.1 Verbal Notification:

Any hazardous material release at or above the reportable quantity for the specific chemical spilled (Chlorine is 10 pounds) will be immediately reported to the following agencies:

- a. National Response Center;
- b. Douglas County Local Emergency Planning Committee;
- c. Colorado Department of Public Health and Environment;
- d. Environmental Protection Agency.

Information should include the following:

- a. Chemical released;
- b. Is the chemical an extremely hazardous substance?
- c. Estimated quantity released;
- d. Time and duration of the release;
- e. The medium or media into which the release occurred;
- f. Medical information regarding the chemical released (have MSDS available);
- g. Evacuation plan if needed;
- h. Name and phone number of the person to be contacted for further information.

THIS NOTIFICATION MUST BE MADE IMMEDIATELY AFTER THE INCIDENT HAS OCCURRED.

EMERGENCY RESPONSE PLAN (continued)

6.5.2 Written Follow Up:

As soon as practicable, a follow up written notice is to be provided to these agencies. The Environmental Compliance Officer will report details of the incident to the above agencies including deposition of the materials cleaned up as a result of the release.

6.6 **TRAINING**

All Foothills Treatment Plant Employees have been trained in emergency response activities annually. Training covered all aspects of the current emergency response plan including use of SCBA's, proper PPE, C-Kit installation and the requirement of the OSHA Hazwoper standard.

6.6.1 Inspecting and Test of Response Equipment:

All emergency response equipment will be inspected at least annually to ensure it is in proper working order and is ready for use. (Attached is a list of available PPE)

6.6.2 Coordination with LEPC/Plan Critique:

The emergency response plan will be coordinated with West Metro Fire Protection. The plan will be given to them for review and updated annually to ensure the numbers and names are current.

In the event that the plan is utilized it will be followed by a critique to analyze the effectiveness and determine if changes to the plan are necessary.

Please review the emergency response plan and know where it is located. After reviewing the plan please sign that you have read it and are aware of the plan and its location.

Name

Signature

Date

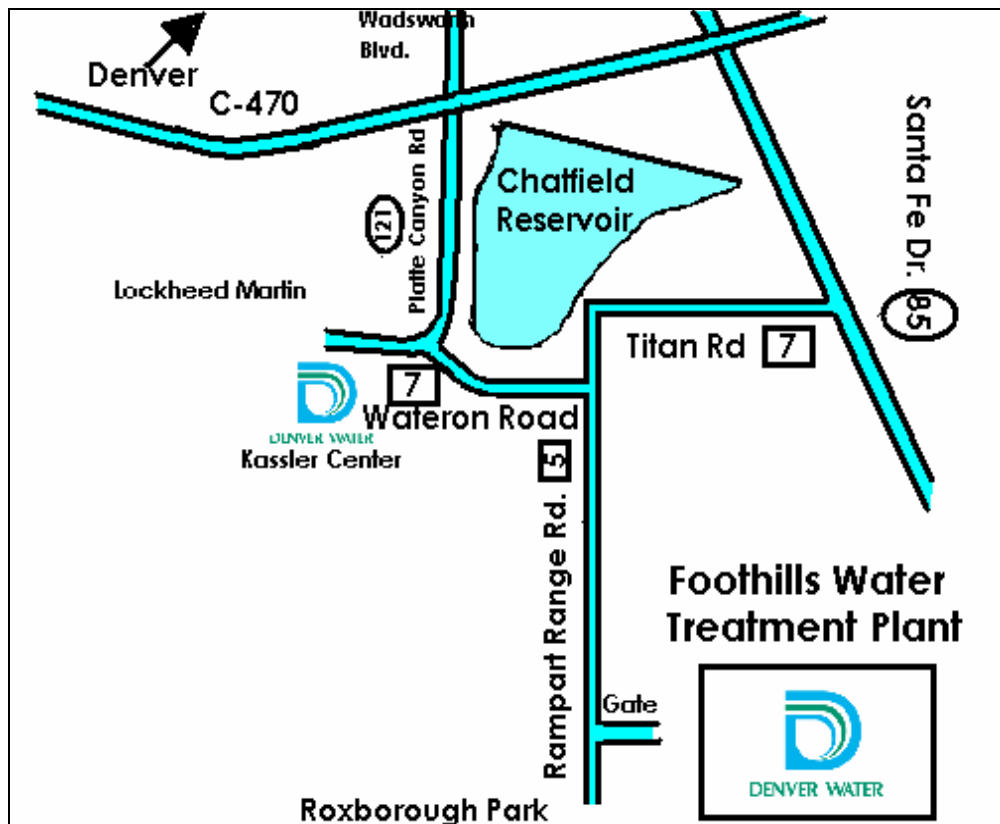
This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface. There is no handwriting or other markings on the paper.

DRIVING DIRECTIONS TO FOOTHILLS WATER TREATMENT PLANT

From Denver via Interstate 25 South: Exit I-25 at C-470 westbound. Proceed approximately 10 miles to the Wadsworth/Platte Canyon Road Exit (which is on the west side of Chatfield State Park). Head south on Platte Canyon Rd approximately 5 miles until the road curves west toward the Lockheed Martin complex. At that point there is the intersection with Waterton Road. Denver Water's Kassler Center is on this site. Proceed on Waterton Road south and eastward approximately one mile until it ends at Rampart Range Road. Turn right and head south for approximately two miles. The entrance gate and the guard station are on the left (or east) side of the road.

From Denver via Santa Fe Drive (Highway 85) South: Proceed southward about six miles south of the C-470 Interchange. Turn right at Titan Road (Highway 7). Proceed westward approximately three miles until the road starts to head south and becomes Rampart Range Road. Proceed southward a distance of about four miles. The entrance gate and the guard station are on the left (or east) side of the road.

**DENVER WATER
FOOTHILLS WATER TREATMENT PLANT
6730 NORTH RAMPART RANGE ROAD
LITTLETON, CO 80125
303-973-3288**



BILL OF MATERIAL
FOR
FLOC AND SED BUILDING WATERPROOFING
AT FOOTHILLS WATER TREATMENT PLANT
Bidders' Proposal No. 10373A

Item No.	Description	Total Price
1.	Floc and Sed Building Waterproofing at Foothills Water Treatment Plant (per Material Specifications)	\$ _____
2.	Optional: Furnish and install drainage system in conjunction with the waterproofing (1,200 linear feet of 4 inch corrugated and perforated HDPE pipe)	\$ _____

Complete description of membrane material and system to be used:

REMARKS: _____

PROPOSAL
FOR
FLOC AND SED BUILDING WATERPROOFING
AT FOOTHILLS WATER TREATMENT PLANT
Bidders' Proposal No. 10373A

The undersigned bidder, _____,
(Name of Firm)

("Contractor"), hereby offers to supply to the City and County of Denver, acting by and through its Board of Water Commissioners ("Board"), the services and materials set forth in the BILL OF MATERIAL and SPECIFICATIONS in accordance with the terms and conditions contained in the Contract Documents.

1. The Contract Documents, incorporated herein by reference, consist of the Invitation for Bids, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, TIN, Acceptance and any addenda issued by the Board. No one part of the Contract Documents shall constitute the Contract, but the whole taken together shall be the Contract between the parties.

2. The price offered to supply the services and materials set forth in the BILL OF MATERIAL and the SPECIFICATIONS is the amount set opposite each item listed on the BILL OF MATERIAL, with a total price of _____ for all items bid. A cash discount of _____% is available upon the following conditions:

3. The Board will pay for all items purchased as set forth in the General Conditions.

4. The Contractor shall deliver all items purchased under the Contract in accordance with the General Conditions.

Proposal
(continued)

IN WITNESS WHEREOF this proposal is made this _____ day of _____,
20 _____:

Name of Firm: _____

By signing below, the signer certifies that he or she is authorized to accept and bind the Contractor to the terms of this Proposal and the Contract.

By _____
(Signature of Authorized Agent) (Print or Type Name of Authorized Agent)

Permanent mailing address of Authorized Agent:

Telephone No. _____

Street address or P.O. Box

Fax No. _____

E-mail _____

City State Zip Code

Bidder's status: Individual/sole proprietor Corporation of the state of _____

Partnership or joint venture Other _____

Owner of Firm: _____

BOARD'S ACCEPTANCE
FOR
FLOC AND SED BUILDING WATERPROOFING
AT FOOTHILLS WATER TREATMENT PLANT
Bidders' Proposal No. 10373A

The CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereby accepts the offer of:

_____,
(Name of Firm)

Check one:

☐ Individual/sole proprietor

☐ Corporation

☐ Partnership

☐ Small Disadvantage Business Enterprise (Certified SDBE)

☐ Other _____

To provide those items listed in the BILL OF MATERIAL under the terms and conditions contained in Contractor's BIDDER'S PROPOSAL. The purchase price shall be the amount set opposite each item listed on the BILL OF MATERIAL THAT HAS BEEN MARKED WITH THE ACCEPTANCE STAMP of the BOARD OF WATER COMMISSIONERS, for a total purchase price for all items of:

_____ dollars.

Dated at Denver, Colorado, this _____ day of _____, 20_____.

CITY AND COUNTY OF DENVER
Acting By and Through Its

BOARD OF WATER COMMISSIONERS

By _____
Andy T. Spaulding
Manager of Purchasing

REGISTERED AND COUNTERSIGNED:
AUDITOR, CITY AND COUNTY OF DENVER

By: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | + | | | | |

or

Employer identification number

| | + | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶